

Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

January 31, 2006

GLORIA MOLINA
First District
YVONNE B. BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH

Fifth District

Board of Supervisors

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE AMENDMENT ONE TO AGREEMENT NUMBER 71593 WITH COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to execute Amendment One to Agreement Number 71593 with Community College Foundation (CCF) for Partnering for Safety and Permanence – Model Approach for Partnership in Parenting (PS-MAPP) Training Services to extend the term of the Agreement through July 31, 2006 and increase the maximum contract amount. The cost to extend this Amendment is \$615,699. Funding for this Amendment is included in the FY 2005-06 Adopted Budget, and the Department's FY 2006-07 Budget Request. This Amendment will be financed using 75% Federal, 17.5% State, and 7.5% (\$46,177) net County cost (NCC).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The PS-MAPP training program for foster and adoptive parents is designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and adoption and to enhance the ability of foster and adoptive parents to care for the children placed in their homes.

The current Contract expires on January 31, 2006.

DCFS explored the feasibility of bringing the services in-house, and determined it would be programmically more effective to continue to contract for these training services. A new solicitation is being developed and will be completed during this six month extension period. The solicitation is not completed due to the time required for completion of the revisions to the Statement of Work to link contract performance to DCFS' key three goals and the performance measures to the five strategies. The extension is necessary to avoid a lapse in services.

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This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of conflicting priorities and understaffing in Contracts Administration.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principals of the Countywide Strategic Plan Goal #5 – Children and Families' Well-Being. The recommended action will ensure availability of placements capable of providing a high level of care for special needs children resulting in social and emotional well-being in a safe environment.

FISCAL IMPACT/FINANCING

The maximum contract sum for this Agreement is \$1,847,097 and the cost of this sixmonth extension is \$615,699. The cost of the Amendment will be financed using 75% Federal, 17.5% State, and 7.5% (\$46,177) County funds.

The cost of the Amendment from February 1, 2006 through June 30, 2006 is \$440,262, (this cost represents the approximate twenty (20) sessions that may be completed prior to the end of the current fiscal year), sufficient funding is included in the FY 2005-06 Adopted Budget. The cost of the Amendment from July 1, 2006 through July 31, 2006 is \$175,437 and will be included in the Department's FY 2006-07 Budget Request.

In addition, CCF's subcontractors will provide a match of 15.32% or \$111,390 during the six-month extension period. The total project cost, including the contractor match, is \$2,181,267 and the project cost for Amendment One is \$727,089.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PS-MAPP training is for potential foster and adoptive parents. These services provide the potential foster and adoptive parents with guidance and a thorough understanding of their roles, which is an essential element in meeting children's needs, and provide an opportunity to observe and assess potential foster and adoptive parents. Classes are offered throughout the eight (8) Service Planning Areas (SPAs).

Amendment One extends the current one year contract, which was adopted by your Board on February 8, 2005, following a Procurement by Negotiation process. CCF will provide training to a minimum of 525 PS-MAPP participants during this six-month term. CCF is prepared to provide a total of 33 individual training series spread throughout the County's eight (8) SPAs. The training series consists of eleven 3-hour modules for a total of 33-hours per series at a fixed fee of \$22,033 for completion of each 33-hour training series.

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On September 1, 2005, CCF changed its name with the California Secretary of State to "The Community College Foundation" (TCCF) on its Statement of Information filing; this name change does not reflect a change on the direction or organizational structure of TCCF.

This Agreement complies with all Board and the Chief Administrative Office (CAO) requirements.

County Counsel and the CAO have reviewed this Board letter. The Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

This Amendment does not require any additional contracting process. The State of California Manual of Policies and Procedures (MPP) Purchase of Service Contracting regulations (23-622.2) permit the County to extend an existing contract for a period of six months when there is insufficient time to conduct a competitive solicitation.

DCFS has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

This Amendment does not include a provision for cost of living increases.

IMPACT ON CURRENT SERVICES

The PS-MAPP training program provides an opportunity for the Children's Social Worker (CSW) member of the training staff to observe and evaluate prospective Foster and Adoptive parents. These training services benefit foster children by increasing the pool of qualified foster and adoptive parents to care for them.

Without approval of the recommended action, PS-MAPP training services will not continue to be available to potential foster and adoptive parents throughout the County of Los Angeles; thus reducing the number of appropriate placement resources for children.

CONCLUSION

Upon approval of this request, instruct the Executive Officer/Clerk of the Board to send an adopted stamped copy of this Board Letter and Amendment to:

 Department of Children and Family Services, Contracts Administration
 Shatto Place, Room 400, Los Angeles, CA 90020 Attention: Walter Chan, Manager. The Honorable Boards of Supervisors January 31, 2006 Page 4

County Counsel
 Edelman's Children's Court
 201 Centre Plaza Drive, Suite 1
 Monterey Park, CA 91754
 Attention: Diane Cachenaut.

Respectfully submitted,

DAVID SANDERS, Ph.D. DIRECTOR

DS:dlf

Attachment (1)

c: Chief Administrative Officer County Counsel



AMENDMENT ONE TO

AGREEMENT NUMBER 75193

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COMMUNITY COLLEGE FOUNDATION

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75193 WITH COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES

Reference is made to the document entitled Partnering for Safety and Permanence – Model Approach to Partnership in Parenting (PS-MAPP) Training Services with Community College Foundation adopted by the Board of Supervisors on February 8, 2005, and further identified as Agreement Number 75193, hereinafter referred to as "Agreement."

WHEREAS, the parties have previously entered into a contract to provide PS-MAPP Training Services to insure the proper education and screening of prospective resource (foster and/or adoptive) parents; and,

WHEREAS in accordance with the terms and conditions the Agreement, the CONTRACTOR has been providing PS-MAPP Training Services; and

WHEREAS, COUNTY intends to continue to contract for these training services; and

WHEREAS, on September 1, 2005, CONTRACTOR changed it's corporate name from Community College Foundation to The Community College Foundation in a Statement of Information filing with the Secretary of State.

NOW, THEREFORE, the Agreement is revised as follows:

- 1. Effective September 1, 2005, and thereafter, all references to "Community College Foundation" shall be changed to The Community College Foundation.
- Effective February 1, 2006, Section 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS, subsections 1.2 and 1.3 are amended to add B-2, B-3 as follows:
 - 1.2 Exhibits A, A-1,A-2, A-3,A-4,A-5,B, B-1,B-2 B-3, C, D, E, F, G, H, I, and J, and set forth below are attached to and incorporated by reference in this Agreement.
 - 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work

Exhibit A-1 - Department of Children and Family Services Service Planning Area (SPA)

Exhibit A-2 - Sample format for Monthly Reports and Invoices

Exhibit A-3 - Performance Requirement summary Exhibit A-4 - Quality of Life Standards FYI 02-08

Exhibit A-5 - PS-MAPP Training Curriculum

Exhibit B - Budget

Exhibit B-1 - Pricing Schedule

Exhibit B-2 - Budget for Amendment One

Exhibit B-3 - Pricing Schedule for Amendment One

Exhibit C - Certification of Independent Price DeterminationExhibit D - Contractor's Equal Employment Opportunity (EEO)

Certification

Exhibit E - Community business Enterprise Form (CBE)

Exhibit F - Employee Acknowledgment and Confidentiality Agreement Exhibit G - Auditor-Controller Contract Accounting and Administration

Handbook

Exhibit H - Internal Revenue Notice 1015Exhibit I - Jury Service Program Certification

- Los Angeles County Code 2.203 (Jury Service Program)

Exhibit J - Safely Surrender Baby Law

3. Section 3.0 TERM AND TERMINATION is deleted in its entirety and replaced by the following:

3.0 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence February 1, 2005 or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", whichever is later, through January 31, 2006, unless terminated earlier as provided therein.
- 3.2 The term of this Agreement is extended for additional six months, from February 1, 2006 through July 31, 2006, unless terminated earlier as provided herein.
- 4. Section 4.0 REQUIRED MATCH, is deleted in its entirety and replaced with:

4.0 REQUIRED MATCH

4.1 For the period February 8, 2005 through January 31, 2006, CONTRACTOR shall provide a required annual match of 15.32% or \$222,780 of the annual total projected cost. CONTRACTOR shall furnish a written summary of the match in the CONTRACTOR'S Budget, Exhibit B, and shall include the match rates that will be applicable to the training series completion invoices submitted to COUNTY in accordance with Section 6.0 PAYMENTS AND INVOICES.

- 4.2 For the period February 1, 2006 through July 31, 2006, CONTRACTOR should provide a required match of 15.32% or \$111,390 of the six month total projected project cost. CONTRACTOR shall furnish a written summary of the match in the CONTRACTOR's Budget, Exhibit B-2, and shall include the match rates that will be applicable to the training series completion invoices submitted to COUNTY in accordance with Section 6.0 PAYMENTS AND INVOICES.
- 5. Section 5.0 CONTRACT SUM, subsections 5.1.1 is added to 5.1 and reads as follows:
 - 5.1.1 During the six month extension from February 1, 2006 through July 31, 2006, COUNTY and CONTRACTOR agree that this is a firm fixed price contract for the completion of a total of thirty-three (33)-training series; each training series will consist of multiple training classes totaling 33 hours. COUNTY shall compensate CONTRACTOR for the training services set forth in Exhibit A, Statement of Work, at the rate of compensation set forth in Exhibit B-2 Pricing Schedule, in accordance with Section 6.0 PAYMENTS AND INVOICES.
- 6. Section 5.0 CONTRACT SUM, subsections 5.2 is amended and 5.2.1 is added and read as follows:
 - 5.2 The total amount payable under this Agreement, including the extension period, is \$1,847,097, hereinafter referred to "Maximum Contract Sum". The total Project Cost is \$2,181,267 inclusive of the CONTRACTOR's maximum match of \$334,170.
 - 5.2.1 The total amount payable under this six-month extension, from February 1, 2006 through July 31, 2006, is \$615,699.
- 7. Section 6.0 PAYMENTS AND INVOICES, subsection 6.1 is amended to add a third sentence and reads as follows:
 - 6.1 CONTRACTOR shall be paid for each completed PS-MAPP training series provided. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Pricing Schedule. All such services rendered by CONTRACTOR for Amendment One, during the period of February 81, 2006, through July 31, 2006, shall be paid in accordance with Exhibit B-3, Pricing Schedule.

- 8. Section 6.0 PAYMENTS AND INVOICES, section 6.4 is deleted in its entirety and replaced by the following:
 - 6.4 CONTRACTOR shall submit the original invoice to the DCFS Finance Office ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

Department of Children and Family Services Attention: Contract and Grant Payments Unit 425 Shatto Place, Room 204 Los Angeles, Ca 90020

and a duplicate copy of the invoices to:

Karen Richardson, Program Manager County of Los Angeles Department of Children and Family Services 532 East Colorado Blvd Pasadena, CA 91101

9. Exhibits B-2 and B-3 are added and attached.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75193 WITH COMMUNITY COLLEGE FOUNDATION FOR TRAINING SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by its Mayor and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number One to be subscribed in its behalf by its duly authorized officers as of day of200 The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.	
	COUNTY OF LOS ANGELES
	By Michael D. Antonovich Mayor, Los Angeles County
Attest:	
Violet Varona-Lukens Executive Officer-Clerk of the Los Angeles County Board of Supervisors	
By	The Community College Foundation CONTRACTOR
	By
	Name
	Title
	Ву
	Name
	Title
APPROVED AS TO FORM:	680016439 Tax Identification Number
APPROVED AS TO FORIVI.	
By The Office of County Counsel Raymond G. Fortner, Jr., County Counsel	
By Kathy Bramwell Senior Deputy County Counsel	

\$ 22,033.00

PRICING SCHEDULE February 1, 2006 through July 31, 2006

for each completed Unit of Training *

Less 15.32% match from Contractor's subcontractors

\$\frac{3,375.46}{3,375.55}\$

Total Unit Price Payable to Contractor
\$\frac{18,657.55}{18,657.55}\$

Firm Fixed Price

Total Maximum Amount payable under this Amendment One \$ 615,699.00

The 33-hour PS-MAPP Training series consists of eleven (11), 3—hour training modules completed over an eleven (11) week period with a starting class size between fifteen (15) and twenty-five (25) resource (potential foster/adoptive) parent participants.

^{*}One completed Unit of Training is comprised of one 33 hour of PS-MAPP Training series.